

1  
2  
3  
4 BILL NO. S-76-11- 07

5 SPECIAL ORDINANCE NO. S- 204-76

6 AN ORDINANCE approving Agreement to  
7 Purchase real estate from Eileen M.  
Miller and Shara L. Goodwin.

8  
9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
FORT WAYNE, INDIANA:

10  
11 SECTION 1. That the agreement dated October 21, 1976,  
12 between the City of Fort Wayne, by and through its Mayor and the  
13 Board of Public Works and Eileen M. Miller and Shara L. Goodwin,  
14 for the real estate described as follows, to-wit:

15 The east 31' of Lot #3 in Kingsley's Addition,  
16 in consideration of the City of Fort Wayne's payment of \$4,423.00,  
17 all as more particularly set forth in said contract which is  
18 on file in the Office of the Board of Public Works and is by  
19 reference incorporated herein, made a part hereof and is hereby  
20 in all things ratified, confirmed and approved.

21 SECTION 2. This Ordinance shall be in full force and  
22 effect from and after its passage and approval by the Mayor.

23  
24  
25  
26   
27 Councilman

28  
29  
30 APPROVED AS TO FORM  
31 AND LEGALITY.  
32   
33 CITY ATTORNEY

34  
35

Read the first time in full and on motion by V. Schmidt, seconded by  
Zolner, and duly adopted, read the second time by title and referred  
to the Committee on Finance (and the City Plan Commission for  
recommendation) and Public Hearing to be held after due legal notice, at the Council  
Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day  
of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 11-9-76

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by V. Schmidt,  
seconded by Amiga, and duly adopted, placed on its passage.

PASSED ~~(POST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HINGA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HUNTER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>MOSES</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, D.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHIMDT, V.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 11-23-76

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,  
as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)  
ORDINANCE (RESOLUTION) No. 8-204-76 on the 23rd day of Nov, 1976.

ATTEST: (SEAL)

Charles W. Westerman

CITY CLERK

James S. Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th  
day of November, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman

CITY CLERK

Approved and signed by me this 24th day of November, 1976,  
at the hour of 4:30 o'clock P. M., E.S.T.

Ralph G. Ganshong  
MAYOR

*Vivian G. Schmidt*  
S-76-11-07  
Bill No.

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving Agreement to Purchase real estate from Eileen M. Miller and Shara L. Goodwin

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance No PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

CONCURRED IN  
DATE 11-23-76 CHARLES W. WESTERMAN, CITY CLERK

AGREEMENT TO PURCHASE REAL ESTATE

DATE: October 21, 1976

TO: Eileen M. Miller and Shara L. Goodwin OWNERS

I hereby agree to purchase from you for the sum of \$ 4,423.00, the real estate in Allen county, Indiana, commonly known as 1740 Maumee Avenue

the legal description of which is: the east 31' of Lot #3 in Kingsley's Addition.

I will pay said sum of \$ 4,423.00, for said property upon the following terms:

- (a) That owners provide (Warranty Deed) conveying said real estate to the Board of Public Works.
- (b) That owners provide updated abstract.
- (c) That owners to pay all taxes due and payable through 1977.
- (d) The City will provide survey of real estate.

Subject to approval by all proper authorities

This Agreement to Purchase is made subject to the following terms and conditions:

1. I shall assume and pay the taxes upon said real estate due and payable the first Monday in May, 1978, and all subsequent taxes, and I shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase.
2. You will furnish a proper, up to date, Certificate of Survey of said real estate showing the dimensions thereof and the location of all improvements located thereon, as of the date hereof.
3. Prior to the execution of the (Warranty Deed) (Land Contract) you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing a marketable title in you. I will have said abstract examined by my attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by The Allen County Indiana Bar Association.
4. This transaction shall be closed as soon as your title to said real estate meets necessary legal requirements and I obtain the necessary financing, if any, as hereinabove provided. At said closing, you shall deliver to me a properly executed (Warranty Deed) (Land Contract) as hereinabove provided, (conveying) (contracting to convey) to me said real estate and all improvements thereon in the same condition they now are, usual wear and tear excepted. In this respect, you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to me of said (Warranty Deed) (Land Contract). In the event said real estate and all improvements thereon cannot be (conveyed) (contracted to be conveyed) to me in substantially their present condition, usual wear and tear excepted, this agreement, at my election, shall not be binding upon me, and my earnest money deposited hereunder shall be returned to me without delay.

5. Possession of said real estate shall be delivered to me on or before . Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be (pro-rated) (cancelled) as of the date of closing. You will pay all charges for utility services furnished said premises until the date possession is surrendered to me.

6. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds,

drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, and fences, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time I accept title to said real estate, unless otherwise specified and agreed to by me.

7. I hereby represent that I intend to use said real estate for purposes, and this Agreement to Purchase is contingent upon such use being presently permitted.

8. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and me, our heirs and personal representatives.

9. I hereby deposit with your Agent, \_\_\_\_\_, to be used as earnest money in this transaction, and upon your written acceptance of this Agreement to Purchase, I will deposit with your said agent additional earnest money in the sum of \$\_\_\_\_\_, all of which earnest money is to apply to the cash payment provided for at the time of the closing of this transaction. If this Agreement to Purchase is not accepted in writing by you on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, then the same shall be null, void and of no force and effect, and any earnest money deposited hereunder will be returned to me without delay. If this Agreement to Purchase is accepted by you and I fail to complete this purchase as agreed, my earnest money shall be forfeited to you as liquidated damages which shall be your sole remedy at law or in equity.

Buyer: The City of Fort Wayne, Indiana \_\_\_\_\_  
By: Board of Public Works \_\_\_\_\_  
Max G. Scott \_\_\_\_\_  
Phoenix Max G. Scott, Member

Ethel H. LaMar

Ethel H. LaMar, Member

I, \_\_\_\_\_, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$\_\_\_\_\_, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this 27<sup>th</sup> day of \_\_\_\_\_, 19\_\_\_\_\_.

The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof \_\_\_\_\_.

and also agree to pay our said agent a commission of \$\_\_\_\_\_, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until the final closing of this transaction.

Dated this 1<sup>st</sup> day of NOVEMBER, 1976.  
Seller: ELLEN M. MILLER AND Seller: Sylvan L. Goodwin  
Address: By: William A. Berning, Attorney \_\_\_\_\_  
Phone: 407 STANTONWOOD BLDG \_\_\_\_\_

I, \_\_\_\_\_, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$\_\_\_\_\_, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

3404

TITLE OF ORDINANCE SPECIAL ORDINANCE - City Agreement to Purchase Real Estate  
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*J-76-11-07.*

SYNOPSIS OF ORDINANCE Provides for City purchase of property known as

East 31' of Lot #3 in Kingsley's Addition. (commonly known as the southwest corner of Anthony Boulevard and Maumee Avenue) at a cost of \$4,423.00.

This piece of property has been for sale and it is deemed advisable for the City to acquire it at this price realizing it will be needed at some time in the future for the redesign of the intersection.

Property owners are Eileen M. Miller and Shara L. Goodwin

EFFECT OF PASSAGE Acquisition of property

EFFECT OF NON-PASSAGE Probable escalated cost for property needed if and when Anthony-Maumee intersection is ever redesigned.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$4,423.00 cost to City

ASSIGNED TO COMMITTEE Finance *Finance*